

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED AT PUNE ON THIS _____ DAY OF _____ IN THE YEAR TWO THOUSAND _____.

BETWEEN

KUMAR CONSTRUCTION AND PROPERTIES PRIVATE LIMITED

(Previously known as - Kumar Company, partnership firm) a company incorporated under the Companies Act, 2013 having its registered office at 2413, Kumar Capital, 1st Floor, east Street, camp, Pune 411 001, represented through its, authorised Director, Shri Kewalkumar Kesarimal Jain, HEREINAFTER referred to as the **"PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Company, its Directors, their successors, executors, administrators and assigns etc.)

... PARTY OF THE FIRST PART

AND

_____, Age: _____ Years, Occ.: _____,
Pan No.: _____, Residing at:_____.

Hereinafter referred to as **"THE PURCHASER/S"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include the said Purchaser/s, his / her / their heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART;**

WHEREAS ;

All that piece and parcel of the land bearing Survey No. 119 Hissa No. 2 totally admeasuring 01 Hectare 52 Ares situate, lying and being at Village – Pashan, Taluka- Haveli, District- Pune within the limits of Pune Municipal Corporation and which property is more particularly described in the Schedule – I written hereunder and is hereinafter referred to or called as **"the Said Entire Land" OR THE SCHEDULE – I PROPERTY** for the sake of convenience, was owned by Shri. Ranu Venu Limhan (Nimhan) and Shri Dharmaji Venu Limhan (Nimhan) having 1/2 (Half) undivided share each therein.

Shri Dharmaji Venu Limhan (Nimhan) died on 29/08/1989 and accordingly the names of his following heirs were entered on the 7/12 extract of the said entire land.

Names of the heirs/ owners-

- | | |
|------------------------------------|------------------|
| 1) Smt. Subhadra Dharmaji Nimhan | widow |
| 2) Smt. Savitrabai Dharmaji Nimhan | widow |
| 3) Mrs. Sulochana Ganpat More | married daughter |

Shri Ranu Venu Nimhan died on 26/10/1995 and accordingly the names of his following heirs was entered on the 7/12 extract of the said entire land.

Names of the heirs/owners

- | | | |
|----|---------------------------|------------------|
| 1) | Smt. Gangubai Ranu Nimhan | widow |
| 2) | Shri Pundalik Ranu Nimhan | son |
| 3) | Mrs. Asha Vilas Kalaje | married daughter |

1) Smt. Gangubai Ranu Nimhan, 2) Shri Pundalik Ranu Nimhan and 3) Mrs. Asha Vilas Kalje 4) Mr. Rajendra Pundlik Nimhan, assigned, transferred and granted the development rights in respect of their 1/2 (half) share in the said entire land unto and in favour of M/s. Kumar Company i.e. the Promoter herein vide a Development Agreement Dated 31st October 2000 which is duly registered in the office of the Sub-Registrar Haveli No. IV vide document No. 9197/2000.

In pursuance of the Development Agreement dtd. 31/10/2000 1) Smt. Gangubai Ranu Nimhan, 2) Shri Pundalik Ranu Nimhan and 3) Mrs. Asha Vilas Kalje 4) Mr. Rajendra Pundlik Nimhan also executed Power of Attorneys in favour of the nominees of the Promoter in respect of the said entire land which are registered in the Office of Sub-Registrar Haveli at Serial No. 9199/2000, 9200/2000.

1) Smt. Savitrabai Dharmaji Nimhan 2) Mrs. Sulochana Ganpat More and 3) Smt. Subhadra Dharmaji Nimhan have also assigned, transferred and granted the development rights in respect of their 1/2 (half) share in the said entire property unto and in favour of M/s. Kumar Company i.e. the Promoter vide a Development Agreement dtd. 31/10/2000 which is duly registered in the office of the Sub-Registrar Haveli No.IV vide No. 9202/2000.

In pursuance of the Development Agreement dtd. 31/10/2000 1) Smt. Savitrabai Dharmaji Nimhan 2) Mrs. Sulochana Ganpat More and 3) Smt. Subhadra Dharmaji Nimhan have also executed Power of Attorneys in favour of the nominees of the Promoter in respect of the said entire which are registered in the Office of Sub-Registrar Haveli at Serial No. 9204/2000 and 9205/2000.

Thus by virtue of the aforesaid documents executed by the owners of the said entire land the Promoter - M/s. Kumar Company became very well entitled to the development rights in respect of the said entire land.

The area of the said entire land as per the latest sanctioned layout plan is considered admeasuring 15200 sqmtrs. as per 7/12 extract and the actual physical area is 14181.18 sq. mtrs. however the lesser area which is as per actual physical area is considered as per the Development Control Rules/ building bye-laws of the Pune Municipal Corporation for the sanction of the layout/building plans in respect of the said entire land.

AND WHEREAS the maximum permissible FSI and TDR allowed for construction on the said entire land is admeasuring 20153.27 sqmtrs. The Promoter decided to develop the said entire land by carrying out construction of a building project known as **“Kumar Priyadarshan”** consisting of building Nos. A to J thereon (hereinafter referred to or called as **“The Said Scheme”**).

The Promoter has carried out construction of building Nos. A to H consisting of Flats / tenements / units etc. by utilizing F.S.I. admeasuring 14306.79 sq.mtrs. out of the total F.S.I./TDR available against the said entire land. The Co-operative Housing Society known as KUMAR PRIYADARSHAN CO-OPERATIVE HOUSING SOCIETY LTD., of all the Flat Purchasers in the said scheme Kumar Priyadarshan is formed and registered under the provisions of the Maharashtra Co-Operative Societies Act, 1960 bearing its Registration No. PNA/PNA(2)/HSG(TC)/8352/2007-08 on Dtd.- 31/07/2007;

The said Kumar Priyadarshan Co Operative Housing Society Ltd. filed an application bearing No. 426/2013 to the Competent Authority and District Deputy Registrar, Co-Operative Societies, Pune against the Promoter - Kumar Company and Owners of the said entire land for unilateral deemed conveyance of the said entire land in favour of the Kumar Priyadarshan Co Operative Housing Society Ltd.

The Competent Authority and District Deputy Registrar, Co-Operative Societies, Pune has decided the said application and issued Order bearing No.451/JIUNIPUSH/ GRUH/MANIVHASTANTARAN/SAN-14 Dtd.10/06/2014 in the matter of Deemed Conveyance Application No. 426/2013 filed by Kumar Priyadarshan Co- Operative Housing Society Ltd. and has directed to execute Deed of Conveyance in favour of the Society for the entire land admeasuring 01 Hectare 52 Ares alongwith the constructed building/s No.A, B, C, D, E, F, G and H alongwith the 264 Flats and built up area admeasuring 14337.976 sq.mtrs. However the Competent Authority and District Deputy Registrar, Co-Operative Societies, Pune has kept intact the rights of the Promoter i.e. M/s.

Kumar Company to construct building No I and J as shown in the layout plan by utilizing the TDR on the portion of land out of the said entire land without the consent of the Kumar Priyadarshan Co Operative Housing Society Ltd./ Purchasers of flats in the said scheme.

Accordingly as per the Order issued by the Competent Authority and District Deputy Registrar, Co Operative Societies, Pune City, Pune in the matter of Deemed Conveyance Application No.426/2013 Mr. Rajaram Maruti Jagtap as representative of Competent Authority and District Deputy Registrar Co Operative Societies Pune has executed a Deemed Conveyance dtd. 4/12/2014 which is registered in the Office of Sub-Registrar Haveli No.15 at Serial No. 8819/2014 in respect of the said entire land alongwith the constructed building/s Nos. A, B, C, D, E, F, G and H consisting of 264 Flats and built up area admeasuring 14337.976 sq. Mtrs. has been executed in favour of Kumar Priyadarshan Co Operative Housing Society Ltd. Accordingly name of Kumar Priyadarshan Co Operative Housing Society has been entered in the revenue records of the said entire land.

Kumar Priyadarshan Co-Operative Housing Society Ltd. has under the Deemed Conveyance derived title in respect of the Said Entire Land and the Promoter is entitled to the rights to construct building No. I and J on the portion of land out of the said entire land as per the plans which may be sanctioned by the Pune Municipal Corporation.

AND WHEREAS the Promoter previously known as KUMAR COMPANY, a partnership firm, duly registered under the provisions of the Indian Partnership Act, 1932 and having its registered office at 2413, Kumar

Capital, 1St Floor, east Street, camp, Pune 411 001 is now converted into and incorporated as a Private Limited Company as per the provisions of the Companies Act, 2013 and is now known as “**KUMAR CONSTRUCTION AND PROPERTIES PRIVATE LIMITED**”. The Development rights in respect of the Said Entire Land as mentioned above held by Kumar Company now stands vested in favour of the said **KUMAR CONSTRUCTION AND PROPERTIES PRIVATE LIMITED**.

AND WHEREAS the Promoter has proposed to construct the building/s Nos. I and J on the remaining portion of land out of the area of the said entire land by utilizing the balance available FSI/TDR admeasuring 4763.81 sqmtrs. in respect of the said entire land and to enter into Agreement for Sale with the prospective purchaser/s of the flats, tenements, units etc. in said proposed buildings and to receive consideration thereof for the sole benefit of the Promoter.

AND WHEREAS the prospective purchasers of the flats/units/tenements in the proposed Building Nos. I and J which are proposed to be constructed on portion of land out of the said entire land shall be entitled to the rights in respect of the Open Space and the Club House, Swimming Pool etc. provided in the Open Space as shown on the layout plan approved by the PMC and to all the other common rights, benefits, usage of all amenities, facilities in the club house, swimming pool etc. provided in the Said Scheme i.e. Kumar Priyadarshan.

The prospective purchasers of the proposed I and J buildings shall also be entitled to be enrolled as the members of the KUMAR

PRIYADARSHAN CO-OPERATIVE HOUSING SOCIETY LTD. upon instructions of the Promoter.

AND WHEREAS the Promoter is entitled to carryout construction of the proposed building Nos. I and J on an undivided portion of land out of the total area of the said entire land by utilizing the maximum FSI/TDR allowed for the construction of the said buildings and to sell, alienate and howsoever deal with the premises proposed to be constructed therein to any prospective purchaser and to receive the consideration/sale proceeds from such sale of the premises for the sole benefit of the Promoter.

The Promoter proposes to utilize maximum permitted F.S.I. / TDR as mentioned above which is allowed for construction on the said entire land as per the building bye-laws and as per plans approved from time to time by the Pune Municipal Corporation (PMC).

The Promoter has decided to construct the building No. I and J by utilising FSI / TDR admeasuring 4763.81 sqmtrs. as per the layout plan approved by the Pune Municipal Corporation (PMC) vide permission No. CC/1236/18 dated 26/07/2018.

Out of the said I and J building the Promoter has now decided to commence the construction of **the building No. J** by utilising FSI / TDR admeasuring 1808.22 sqmtrs. as per the building plan approved by the Pune Municipal Corporation vide permission No. CC/2024/20 dated 17/03/2021. The corresponding proportionate undivided area of land in respect of said building No. J is 1273.39 sqmtrs. and is more

particularly described in the **Schedule – II** written hereunder and is hereinafter referred to or called as **“The Said Property”** for the sake of brevity and convenience i.e. the Project Land) The said building No. J which is now proposed to be developed in the Said Building Scheme **“Kumar Priyadarshan”** is hereinafter referred to or called as (**“The Said Building Project”/ “Said Project”**). The Promoter shall commence the construction of the Said Building Project in accordance with the building plans to be approved by the PMC. The proposed building No. J shall have basement and parking plus 7 upper floors.

The Promoter reserves its rights to develop the remaining area out of the said entire property by carrying out construction of the building Nos. I and J as mentioned hereinabove as may be deemed fit and proper by the Promoter as per the building plans which may be approved by the Pune Municipal Corporation (PMC) from time to time as a separate and independent building project by utilising the permitted FSI and TDR in respect of the said entire project for the construction of the said buildings. The Promoter also reserves its rights to revise the plans accordingly for better utilisation of such proposed potential.

The Promoter has appointed **Architect S. R. DOSHI** of Pune as their Architect and **Sunil Mutalik and Associates** as the **Structural Consultant** for the preparation of the structural designs and drawings of the said building/s. The Promoter accepts the professional supervision of Architect and the Structural Engineer till the completion of the said building/s but the Promoter herein has reserved the right to change such Architect and Structural Engineers during the construction or before the completion of the building/s.

While sanctioning the said plans concerned Pune Municipal Corporation (PMC) has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building project shall be granted by the concerned local authority.

The Promoter has registered the Said building Project proposed to be developed on the Said Property with the Real Estate Regulatory Authority, Maharashtra State, under the provisions of The Real Estate (Regulation and Development) Act, 2016 vide registration Certificate No. _____ dated _____. The Copy of the said Registration Certificate issued by the Real Estate Regulatory Authority, Maharashtra State is annexed hereto as Annexure – “G”.

The Allottees herein demanded from the Promoter, and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Said Entire Land, the said scheme i.e. Kumar Priyadarshan and the Said Building Project, and the plans, designs and specifications prepared by the aforesaid Architects of the Promoter, including the disclosure as to future/proposed potential of the said entire land and right of the Promoter thereof and the copies of various orders and / permissions and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“MOFA”), Real Estate (Regulation and Development) Act, 2016 (“RERA”) along with the

rules and regulations formulated thereof;

AND WHEREAS after the Allottee's enquiry, the Promoter requested the Allottee/s to carry out independent necessary search by appointing his/her/ their own Advocate and to ask any queries he /she/they had regarding the title and the nature of the title and the Allottee/s has/have satisfied himself / herself / themselves about the marketable title and rights of the Promoter in respect of the said scheme and the said entire land and therefore, agreed to purchase the Flat No. ____ situated in the said building project i.e. the **building No. J** in the said scheme Kumar Priyadarshan. The Carpet Area of the Said Flat is ____ square meters. The said Flat is more particularly described in **Annexure `E'** annexed hereto and hereinafter for the sake of brevity and convenience referred to as "THE SAID FLAT";

[Explanation – "Carpet Area" shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.]

In addition to the above mentioned carpet area of the Said Flat an exclusive balcony (enclosed as per Sanctioned building plan) admeasuring ____ Sq.mtrs and a Dry Balcony admeasuring ____ ____ Sq.mtrs. and an exclusive open terrace admeasuring ____ Sq.mtrs is appurtenant / attached to the said flat for the exclusive use of the Purchaser herein.

The copy of the 7/12 extract, the copy of Title Report issued by the Advocate of the Promoter, in respect of the Said entire land and the copy of the plan of the Flat agreed to be purchased by the Allottee/s and approved by the Pune Municipal Corporation (PMC) have been annexed hereto & marked as **Annexure "A","B" and "C"** respectively; The Copy of the layout plan approved by the PMC is attached herewith as Annexure "D".

AND WHEREAS the Purchaser/s is/are aware of the fact that the Promoter has entered or will enter into similar and/or separate Agreement/s with several other person/s and/or party/ies in respect of the Flats in the said building project and as well as the Promoter has entered or will enter into similar and/or separate Agreement/s with several other person/s and/or party/ies in respect of the Flats / units / tenements/ buildings/premises etc., in the said project / the said scheme.

Relying on the representation, declaration and the assurance from the Allottee about his/her/their satisfaction of marketable title and authority of the Promoter to develop the said entire land, and that the Allottee, having fully understood all the disclosures made by the Promoter, the Promoter herein agrees to sell and the Allottee/s herein agrees to purchase the Flat No. _____ having Carpet Area admeasuring square meters. at or for the total consideration of Rs. _____ /- (Rupees only) in the building No. ____ i.e. the said building project in the Scheme known as "**KUMAR PRIYADARSHAN**" and which flat is as described in the **Annexure– E** annexed hereto, (hereinafter referred to as "The Said Flat").

The Purchaser/s herein prior to/at the time of the execution of these presents has/have paid to the Promoter a sum of Rs. /- (Rupees only) being the earnest money / the part payment of the sale consideration towards the sale of the Said Flat and receipt whereof the Promoter doth hereby admit and acknowledge and the Purchaser has agreed to pay the balance amount of the consideration in the manner appearing hereinafter.

Under section 13 of The Real Estate (Regulation and Development) Act, 2016 the Promoter is required to execute a written agreement for sale of the Said Flat in favour of the Allottee / the Purchaser/s being in fact these presents and the parties are required to register the same under the Registration Act 1908. The Purchaser shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS
UNDER**

1) The parties hereto agree and confirm that the term Said Entire Land referred in this Agreement anywhere agreed and admitted to mean and include:

i. ALL THAT piece and parcel of land bearing Survey No.119 Hissa No.2, admeasuring 15200 Sq.mtrs. situated at Village Pashan, Taluka Haveli, District-Pune within the limits of Pune Municipal Corporation and within the registration Sub District – Taluka – Haveli, District Pune. and which is more particularly described in the Schedule-I written hereunder.

1.1) The parties hereto agree and confirm that the term Said Property referred in this Agreement anywhere agreed and admitted to mean and include:

ALL THAT piece and parcels of the proportionate undivided area of land admeasuring 1273.39 sqmtrs. in respect of said building No. J out of the total area of the said entire land whereupon the said building project (i.e. building No. J) is proposed to be developed by utilising the FSI/TDR admeasuring 1808.22 sqmtrs. and is more particularly described in the Schedule – II written hereunder.

1.2) “The Said Building Project” means the construction of the proposed building No. J to be constructed on the Said Property by utilizing the FSI admeasuring 1808.22 sqmtrs. as per the building plans to be approved from the PMC in the scheme known as KUMAR PRIYADARSHAN.

1.3) “The Said Scheme” means the project Kumar Priyadarshan which includes construction of building Nos. A TO I out of which building Nos. A to H are already constructed and the proposed building No. I and J are proposed to be constructed on the remaining area of the said entire land

as per the revised layout / building plans approved / to be hereafter approved/revised by the Pune Municipal Corporation.

1.5) “Covered parking space” means an enclosed or covered area as approved by the Pune Municipal Corporation as per the applicable Development Control Regulations for parking of vehicles of the Purchasers.

1.6) “FSI” or “Floor Space Index” and “TDR” i.e. Transferable Development Rights shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force;

1.7) Open space/s includes the designated area/s which is/are shown or which will be shown as Open Space in the sanctioned layout / building plan of the Said Property which is sanctioned by the Pune Corporation.

1.8) (i) Common Amenities includes the Purchaser’s right to use internal roads, drainage lines, water lines, service lines, open spaces etc. which will be provided by the Promoter with respect to Said Property, as per the plans sanctioned by the Pune Municipal Corporation, right to use staircase, common passage etc.

(ii) Internal Roads and Pathways, which are provided in the layout of the Schedule – I property.

The List of Common Areas and Common facilities is mentioned in **Schedule – III** written hereunder

(iii) Right to use the Club House provided in the Scheme "**KUMAR PRIYADARSHAN**" for all the flat purchasers in the building Nos. A TO I constructed on the Schedule – I Property. However subject to the norms / rules and charges as may be framed by the Promoter/the said Society from time to time.

1.9) The body / apex body means one or more Body or Bodies or the federation of societies which may be formed of the Co-operative Housing Society/ies of the different buildings / and all also includes such a Apex Body / Federation of all the societies of all the bodies/individual societies of the buildings that may be formed at the discretion of the Promoters for management and maintenance of common areas and the common amenities plus the security and common services etc. with respect to the different buildings constructed upon any portions of the land out of the Schedule – II Property.

1.10 Said property means rights of the Promoters in the Said Property and ownership rights in the buildings, which will be constructed upon the Said Property.

2. The Promoter hereby agrees to sell and the Allottee hereby agrees to purchase from the Promoter the Flat bearing No. _____ having Carpet Area admeasuring _____ square meters. situated on the _____ floor in the building No. ____ i.e. the said building project and which flat is as described in the **Annexure – E** annexed hereto, (hereinafter referred to as “the Said Flat”) at or for the total consideration of Rs. _____ /- (Rupees only) which includes the

proportionate price of the common areas and facilities appurtenant to the said flat. The nature, extent and description of the common areas and facilities appurtenant to the said flat are more particularly described in the **Schedule - III** written hereunder, but the said price does not include the cost of the extra and/or any other amenities and facilities, provided other than the amenities and facilities as described in the "Annexure-F" annexed hereto. The above said consideration does not include the expenses for Stamp Duty, Registration Charges, GST and any other taxes, Charges, premiums and other deposits, taxes and charges as may be levied from time to time by the concerned authorities which shall be paid by the Purchaser/s separately as and when the same will be due or payable under this agreement.

2a) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee / the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

2b) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is

complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The Total Aggregate Consideration payable for the carpet area over and above 3% shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules formulated under the RERA 2016, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Schedule mentioned herein-below and in any event before handing over the possession of the Said Flat to the Purchaser. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

2c) The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his / her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2d) The Purchaser/s has/have paid Rs. **/-** (Rupees _____ only) 10% being the earnest money unto the Promoter at or before the time of execution of this agreement. The Purchaser/s hereby agree/s to

pay to the Promoter, the balance amount of the agreed consideration of the purchase price of Rs. /- (Rupees ____ only) to the Promoter in the following manner:-

Amount	Percentage	Particulars
(Rs)	(%)	
Rs. _____	15%	Paid by the Allottee after execution of the agreement to the Promoter by duly drawn crossed cheque for which a separate receipt has been handed over, the receipt of the amount whereof is hereby, acknowledged by Promoter.
Rs. _____	10%	Payable by the Allottee to the Promoter on completion of 1st Slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Plinth of the subject building. (2nd Slab - Stilt)
Rs. _____	7%	Payable by the Allottee to the Promoter on completion of Fourth slab of the subject building.
Rs. _____	7%	Payable by the Allottee to the Promoter on completion of Sixth slab of the subject building.
Rs. _____	8%	Payable by the Allottee to the Promoter on completion of Eighth slab of the subject building.
Rs. _____	8%	Payable by the Allottee to the Promoter on completion of last Slab of the subject building .

Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the walls, internal plaster, flooring, doors & windows of the said flat
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Staircase, Lift wells, Lobbies upto the floor level of the said Apartment
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located
Rs. _____	10%	Payable by the Allottee to the Promoter on completion of the lifts, water pumps, external plumbing, electrical and sanitary fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.
Rs. _____	5%	Payable by the Allottee to the Promoter on delivery of possession of the said Flat.
Rs. _____	100 %	Total Consideration

2e) Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be

required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the unit, if any such certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter on the purchaser producing such certificate within 4 months of the possession. Provided further that in case the purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

2f) Provided the Purchaser/s shall not be entitled to claim possession and allotment and transfer of the said Flat until the Purchaser/s has/have paid the full and complete dues and consideration payable to the Promoter under this agreement or by a separate contract or otherwise.

2g) The Purchaser herein proposed to the Promoter that, the Parking Space provided in the Said Building Project as per the plans sanctioned by the PMC (Pune Municipal Corporation) and for parking the vehicles of the Flat Purchasers in the Said Building Project, may be laid/designed and earmarked in such a manner so as to ensure that, the utilization of the parking space is made by all the flat purchasers in the said building project to suit their parking requirements and which will also avoid

future differences amongst the flat purchasers with respect to the parking space. Therefore for the convenience of the flat purchasers the Parking Space may be allocated / earmarked for use of the same by the respective flat purchasers.

The Promoter on considering such proposal by the Flat Purchaser agreed to earmark the parking space subject to the final Conveyance Deed / assent of the Society of all the flat purchasers in the Said Building Project with respect to the allocation of the parking amongst all the flat purchasers.

However such allocation / earmarking of the parking space will not mean and construe that the parking space is alienated and or transferred to the flat purchaser and the parking space shall always remain common property of the Society of all the flat purchasers in the said building project and any such allocation or earmarking of the parking space shall be treated to be only symbolic allocation for better management of the parking space amongst all the flat purchasers without any exclusive ownership claim over the parking space. Subject to this condition the Promoter has agreed to earmark / allocate () car parking space bearing No. on the ground floor in the parking provided in the said building project to be used by the Purchaser herein for parking his / her / their vehicle.

3) It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow the chronological order of any of the above said stages/instalments and that the Promoter shall be

completely at liberty to choose the chronology of the respective stages of the construction. The Promoter is entitled to merge or consolidate two or more instalments in their discretion by simultaneously executing the contemplated work in the said instalment provided the amount does not exceed the threshold provided under the RERA and the rules provided thereunder.

3a) The Promoter may complete the entire building or any part or floor or portion thereof and give possession of Flat therein to the Purchaser/s of such premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby give/s his/her/their specific consent to the same. If the Purchaser/s take/s possession of Flat in such part completed portion or floor or otherwise the Promoter and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said premises are, the said building or any part thereof and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s.

3b) The Promoter shall address a demand letter to the Purchaser/s by dispatching the intimation by email to the Purchaser/s on the email ID provided by the Purchaser with a copy under Courier with POD OR RPAD requesting payment of the requisite instalment(s) and or other amounts due under this Agreement and the Purchaser/s shall be obliged to make

payment of the outstanding amount within a period of seven days from the date of such demand letter / demand notice issued by the Promoter. The timely payment of the above amounts to be paid by the Purchaser/s to the Promoter as agreed to above, shall be the essence of the contract.

3c) It is hereby agreed that the time for payment as specified above being the essence of the contract and upon any failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has / have committed BREACH of this agreement.

3d) In case of default committed by the Purchaser/s, in payment of the amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the State bank of India highest Marginal Cost of Lending Rate then applicable Plus 2%, compounded quarterly, from the day it becomes payable till the actual receipt thereof, without prejudice to the other rights of the Promoter available as per the terms and conditions hereof and the statutes.

3e) On the Purchaser/s committing breach by delaying the payment as per the payment Schedule on 3 (Three) distinct occasions, then on the Purchaser/s again i.e. on 4th occasion, committing a breach by delaying the payment as per the payment Schedule, the Promoter shall, without prejudice to as stipulated in clause 3d) above, be entitled to terminate this agreement by addressing a prior written notice to the Purchaser/s, demanding payment of the outstanding amounts under this Agreement within a period of 15 days from the receipt of the notice, failing which this Agreement shall stand terminated on the expiry of the period of

fifteen days. In the event of such termination, the Promoter shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee and the Allottee shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit after In the event of such termination, the Promoter shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee and the Allottee shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit after deducting 5% (five percent) of the total amount paid by the Purchaser to the Promoter as and by way of liquidated damages.

3f) In the event the Allottee delays in coming forth for the registration of the aforesaid deed of cancellation, no interest shall be payable for such delayed period. Further, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the said flat, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction.

In case refund for the amounts paid such as Stamp Duty, Registration Fees etc. shall have to be claimed directly by the Allottee/s from the concerned authority. The Promoter shall not be liable to for the same for any reasons whatsoever.

3g) The standard fixtures, fittings and the amenities to be provided by the Promoter in the said Flat or to the said building are described in

Annexure-F hereto, and the Purchaser/s shall not be entitled to any extras.

3h) For whatsoever reason if the Purchaser herein desire to terminate this agreement / transaction in respect of the said accommodation then, the Purchaser herein shall issue 15 days prior notice to the Promoter as to the intention of the Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with and sell the Said Flat to any other prospective buyers and thereafter refund the amount paid by the Purchaser within a period of thirty days from the date of sale of the said flat.

4) The Promoter hereby declares that as per the revised layout plan approved by the Pune Municipal Corporation vide Sanction No. CC/1236/18 dated 26/07/2018, the present sanctioned / permitted FSI including TDR in respect of the Schedule – I property is 20153.27 square meters. The Allottee has agreed to purchase the said flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI and the TDR granted in respect of the Schedule – I Property shall always belong to the Promoter only.

5a) The Purchaser/s hereby further give/s and accord/s his / her / their consent for additional constructions as a result of the Promoter using additional F.S.I. and TDR without materially & adversely affecting the area of the said Flat, and the purchaser shall not have any right to object for such additional construction which will be carried out by the

Promoter in future. The Promoter will be entitled to carryout revision in the building plan for utilising the full / maximum permitted/proposed FSI/TDR. The Purchaser hereby gives his irrevocable consent for obtaining the revised building plans approved from the competent authority so as to enable the Promoter to consume and utilise the full FSI /TDR potential becoming available for construction on the Schedule – I property.

5b) Promoter hereby declares that no part of the said Floor Space Index has been utilised by the Promoter elsewhere for any purpose whatsoever. The Promoter however declares that the Promoter is entitled to get the said scheme on the Schedule – I property modified and/or revised from the Pune Municipal Corporation. Any additional F.S. I. (FAR) / TDR and/or the residual F.A.R. (F.S.I.) in respect of the Schedule – II property will be available to the Promoter who may utilise the same as they may deem fit and proper. The Promoter is also fully entitled to consume any additional F.S.I./TDR if the same becomes available for construction on the Schedule – II property and construct additional tenements. The Purchaser/s and/or the ultimate common organisation of the Purchaser/s shall not take any objection for the same and shall not claim any such residual and/or additional F. S. I. (FAR) / TDR and/or the benefits thereof. In this agreement the word F. S. I. or FAR shall have the same meaning as understood by the Planning Authority under its relevant building rules or bye-laws.

5c) The Promoter shall have and has retained all rights to use, utilize and consume the FAR/FSI originating from the physical area of the Schedule – II Property and so also the additional FAR/FSI by way of TDR

by availing the same from the market, as is and to the extent permissible under the Development Control Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966, by adding to the floors of the building/s and/or by putting up separate/ independent building/s as the case may be, the Promoter shall have and has retained all rights to amalgamate with the Schedule – II property; any other abutting or adjoining piece/s of Lands to which it may be entitled to with all rights to use, utilize and consume the FAR/FSI originating from the physical area of the said Plot/such abutting or adjoining piece/s of Land.

5d) The Purchaser/s hereby grants his/her/its consent for change/ modification/ alteration/revision of the sanctioned plans in case the same is required to be done under any rule, regulation, enactment in force or to be enforced. For the aforesaid purposes, the Purchaser/s hereby empowers the Promoter as his / her/its duly constituted attorney to make necessary representations for and on behalf of the Purchaser/s before the concerned authorities, including the authorities of the Municipal Corporation of City of Pune, for alteration, change, modification, revision, renewal and sanction of the plans for construction of the building/s; additional or otherwise, without prejudicially affecting the said Flat agreed to be purchased by the Purchaser/s /Allottee.

5e) Save and except as provided herein and subject to the right to revision of layout and / or the plans for construction of the building on the Schedule – I property by the Promoter, as hereinbefore agreed, no part of the said FSI/FAR has been utilized by the Promoter anywhere else. In any event the Promoter will ensure that requisite proportionate

common open space corresponding to the said building project is provided to the all the flat purchasers in the Schedule – I property.

6. The Promoter shall complete the construction of the Said Flat as agreed to herein and shall handover possession of the Said Flat to the Purchaser/s on _____ date subject to further grace period of six months. Provided always that the Purchasers/s have made timely payment of all dues payable by the Purchaser/s to the Promoter in pursuance of these presents.

6a) In case of default/failure on the part of the Promoter to deliver the possession of the said flat to the purchaser within the agreed time period, then in such an event, the Purchaser shall be entitled to terminate this agreement and demand the refund the amount of consideration till then paid to the Promoter alongwith interest at State Bank of India highest Marginal Cost of Lending Rate + 2% from the date of payment/s thereof. On such termination, the Allottee shall execute and register a Deed of Cancellation in favor of Promoter thereby setting out that the Allottee shall have no further rights, title or interest of whatsoever nature in the said Unit and the Promoter shall simultaneously refund to the Allottee the amounts paid by the Purchaser alongwith the interest thereon calculated as mentioned hereinabove.

Provided however that the Promoter shall be entitled to reasonable extension of time for giving the possession of the said Flat if the completion of the said flat /the building in which the said Flat is to be situated is delayed on account of :

- i. War, Civil Commotion or any act of God, natural calamity, riots, earthquake, floods,.
- ii. Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree / Stay or injunction order from any Court.
- iii. Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development of the project.
- iv. Delay in grant of any NOC / permission /licence connection / installation of any services such as lifts, electricity, drainage, water connections and meters to the project/building/Flat, road NOC or any other NOC or getting any requisite Certificate from Pune Municipal Corporation any other authority.
- v. Any other reason beyond the control of the Promoter.

6b) If the Promoter fails to abide by the time schedule and does not hand over possession of the said Flat to the Purchaser/s on the date as mentioned hereinabove and the Purchaser/s decides not to terminate this Agreement, then the Promoter shall be liable to pay interest at the State Bank of India highest Marginal Cost of Lending Rate + 2% on all the amounts paid by the Allottee for every month of delay, till the handing over of possession by the Promoter to the Allottee/s. In such case, where the Allottee has agreed accept the interest amount towards delay in possession he cannot alternatively approach any competent authority for the same reason.

6c) The Promoter shall on obtaining the Occupancy Certificate from the concerned authority and on the Purchaser/s making all the necessary payment as per the present Agreement, shall within a period of 7 (seven) days of obtaining of such Occupation Certificate offer in writing the possession of the said flat to the Purchaser/s. The Purchaser shall take possession of the said Flat within seven days of the Promoter giving written notice to the Purchaser intimating completion of the construction of the said Flat for use and occupation. From the 8th (eighth) day from the receipt of such letter from the Promoter, the Purchaser/s shall be liable to pay common maintenance charges as hereinafter mentioned and without prejudice to any other remedy available under this agreement or enactment, and the Promoter shall be further entitled to recover the cost of maintaining the said Flat from the date of expiry of the period of seven days as specified in the Promoter's Notice upto the date the Purchaser/s takes actual possession of the said Flat.

6d) At the time of delivery of possession of the said Flat, the Purchaser/s shall also execute such other documents such as possession receipt, indemnity, declaration etc. as might be required by the Promoter.

6e) The building shall be constructed and completed in accordance with the sanctioned plans and agreed specifications as specified in the Annexure F annexed hereto and if within a period of 5 (Five) year from the date of handing over the said Flat to the Purchaser/s (which date means the date on which Promoter shall give notice to the Allottee/s that the possession of the said Flat is ready to be handed over to him/her/it/them), the Purchaser/s brings to the notice of the Promoter

any defect in the said flat or building or the material used therein, wherever possible such defects shall be rectified by the Promoter at its own costs and in case if it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA 2016.

Provided however, that the Purchaser/s shall not carry any alteration of whatsoever nature in the said Flat or phase/wing and in specific the structure of the said flat/wing/phase of the said buildings which shall include but not limited to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any structural modifications and any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in the seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. The word defect here means only the manufacturing & workmanship defects caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear & tear and by negligent use of Flat by the occupants etc.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

A) The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and marketable title with respect to the project

land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no known encumbrances, including boundary disputes, encroachments, and/or any right, title, interest or claim of any party in or over the said project land, if any, upon the project land or the Project except those disclosed in the title report, so as to assign, convey, transfer and vest the portions of said project land unto the said Society or Body or the Apex Body with such title on the execution of the final transfer deeds of the said project land and/or the building;

iv. There are no known litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the

Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/ wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to

the competent Authorities;

xi.No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Schedule – II property) has been received or served upon the Promoter in respect of the project land and/ or the Project except those disclosed in the title report.

xii.All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/ wing and common areas;

xiii.The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

xiv.The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under

this Agreement;

xv. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;

xvi. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

xvii. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xviii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Schedule – II property) has been received or served upon the Promoter in respect of the project land and/ or the Project except those disclosed in the title report.

8. RIGHTS, DECLARATIONS, REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE ALLOTTEE:

i. The Allottee hereby unconditionally agrees that Promoter is entitled to implement the scheme of development in respect of the Schedule - II Property and shall be entitled to construct any additional buildings and structures on the Schedule - II Property in accordance with the sanctions and approvals obtained from the local authorities inter alia the Pune Municipal Corporation from time to time and by consuming the said entire Development Potential of the Schedule - II property including on the additional land if acquired, as specified in the preceding clauses, and the Purchaser/s having satisfied himself thereof, acknowledges, accepts, understands and agrees that Promoter is fully entitled to carry out and implement the development of the said scheme known as Kumar Priyadarshan as described hereinabove and to carry out any alteration, variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making construction, as may be deemed necessary by Promoter without any dispute, protest or objection from the Purchaser/s. The Purchaser/s, either as Purchaser/s in respect of the said Flat or as member of the Corporate Body, agrees not to raise any dispute or objection to Promoter and/or its nominees implementing the said scheme of development of the Schedule - I Property and/or making and effecting construction on the Schedule - I Property on any ground whatsoever, including that of any actual or perceived nuisance or annoyance etc.

ii) The Promoter shall be entitled to develop the remaining buildings as disclosed herein on the Schedule - I Property, with the right to utilize and/or avail of power and water supply and/or draw from other service / utility connections, lines or storage tanks and all other facilities and

amenities, conveniences and services in the said scheme and other conveniences and amenities for the aforesaid purposes and the Purchaser/s hereby expressly accepts and consents to the same.

iii) From the receipt of the notice intimating the said flat is ready for occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect charges towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said scheme and building/s constructed therein, as may be determined from time to time by the Said Society / the Promoter as the case may be towards provisional monthly contribution towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said land and building/s constructed thereon. The Purchaser/s undertakes to pay in advance the provisional contribution towards quarterly maintenance expenses/towards the said outgoings. In addition to the same, the purchaser shall also bear and pay his proportionate share towards the payment of all other taxes, levies, assessments in respect of the said flat and the Schedule – I property as may be levied from time to time by the concerned authorities.

iv. The Purchaser/s shall use the Flat or any part thereof, or permit the same to be used only for the legitimate purpose approved under the building plans and permitted by the local authority. He/She/ They shall

use the parking space only for the purpose of keeping or parking the Purchaser's own vehicle/s.

9) The Promoters have hereby declared, as is required under the MOFA and RERA that the precise nature of the ultimate body shall be a Co-operative Housing Society for the buildings constructed on the Schedule – I Property i.e. the aforesaid Society known as Kumar Priyadarshan Co-operative Housing Society Ltd. formed by the Promoter.

9a) The Purchaser/s along with other purchasers of Flats in the said building project and the said scheme shall join in the Kumar Priyadarshan Co-operative Housing Society formed and registered by the Promoter and shall file from time to time and execute the applications for membership and other necessary papers and documents for becoming a member/s, including the bye-laws of the proposed Co-operative Society and duly fill in, sign and return to the Promoter within time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, unless it is required by the Registrar or any other Competent Authority.

10. The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenant with the Promoter as follows for the said Flat and also for the building in which the said Flat is situated :-

a) To maintain the Flat at Purchaser's own cost in good tenable repair and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.

b) Not to store in the Flat / building / surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building in which the said Flat is situated, including entrances of building in which the said Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

c) To carry at his/her/their own costs all the internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given, the rules and regulations and bye-laws of the concerned local authority or other public

authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Promoter and/or the Society as the case may be.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Schedule – I property and the building in which the said Flat is situated.

g) Pay to the Promoter within seven days of demand by the Promoter, his share of security deposit and expenses demanded by concerned local authority or Government in respect of the said flat.

h) To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of change of user of the Flat by the Purchaser/s viz. user for any purposes other than for the permitted purpose. The Purchaser agrees and undertakes to maintain and ensure the operations of the common facilities of the said building project, the common assets of the said building project by contributing required charges for same and as well as agree to contribute the charges to upkeep and to maintain and ensure the operations of the common facilities and common assets and facilities provided for the entire Scheme i.e. Kumar Priyadarshan.

i) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing to the Promoter and obtaining prior written permission from the Promoter for the same.

j) The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the said Society may adopt at its inception and the additions, alterations or amendments thereof that may

be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k) Till a conveyance of the structure of the building in which the said Flat is situated and deed of conveyance of the land is executed, the Purchaser/s shall not object the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Schedule – II property and building/s or any part thereof to view and examine the state and conditions thereof. The Promoter shall have such right to enter into and upon the Schedule – II property /the building project/said Flat even after the Purchaser/s is/are put into possession of the said Flat, during the statutory defect liability period.

11a) The Promoter herein has obtained sanction of the building/s plan/s of the said building project to be or constructed on the Schedule – I property and the Promoter herein shall construct the said building/s on the Schedule – I property in accordance with the plans, designs, specifications, revised plans approved by Pune Municipal Corporation and which have been seen and approved by the Purchaser/s, with only

such variations and modifications as the Promoter may consider necessary or as may be required by Pune Municipal Corporation.

11b) The Promoter hereby agree to observe and perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority. In the event of there being any change in the zoning/other laws that may directly or indirectly affect the development as a result of something beyond the control of the Promoter, the Promoter shall not be held liable.

11c) The Promoter hereby agrees that before handing over possession of the said Flat to the Purchaser/s, and in any event, before execution of deed of conveyance of the Schedule – I property and ownership rights of the construction carried out on the Schedule – I property in favour of the Said Society, Promoter shall make full and true disclosure of the nature of the title of the Schedule – I property and building constructed upon it, as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the Schedule – I property and shall as far as practicable ensure that the Schedule – I property is free from all the encumbrances, so as to enable them to convey, to the said Society such absolute clear and marketable ownership rights in the Schedule – I property and buildings constructed upon it. Before execution of this agreement the Promoter has also given inspection of all the original documents and given certified true copies of all other documents to the Purchaser/s as required by law. The Purchaser/s has/have independently satisfied himself / herself / themselves about the authority of the Promoter to construct the said building and title to

the Schedule – I property. The Purchaser/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter to enter into this agreement.

11d) The Purchaser hereby gives his / her / their irrevocable consent to the Promoter herein to carry out such alterations, additions, revisions and modifications in the layout plans of buildings and building plans of the buildings which are under construction or to be constructed on the Schedule – I property, and further also gives his/her/their consent for change in the location of the open spaces, roads, building layout and also plan/s sanctioned or to be sanctioned for the building/s under construction or to be constructed and/or such alterations, additions, revisions and modifications which are necessary in pursuance of any Law, Rules, Regulations, Order or request made by the Pune Municipal Corporation or Government or any Officer of any Local Authority or Promoter. However without affecting the area of the Said Flat agreed to be purchased / allotted to the purchaser. PROVIDED further that the Purchaser/s hereby give/s and accords his / her / their full consent for any other revision / change / alterations / modifications by the Promoter in the plans for better utilisation of the entire available and future potential of the Schedule - I Property as disclosed herein.

11e) The aforesaid consent, agreement and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said building project is handed over to the said Society and vesting document is executed. The aforesaid covenants or such of

them as the Promoter may deem fit will be incorporated in the vesting document and they shall run with the property.

12. The Promoter alone shall have full rights of disposal/ alienation / transfer of Flats / tenements / construction resulting from the said residual/ additional F. S. I. and or TDR and the Purchasers of the said Flats / tenements etc. shall be entitled to get membership and admission into the said Society, upon the necessary instruction/nomination from the Promoter.

12a) The Promoter may in their discretion construct subject to building bye-laws and Applicable Rules any permissible structure or construction in the nature of community hall or temple or sanatorium etc., in the open space or recreation space of the said scheme and further the Promoter alone shall have the complete rights regarding the user and disposal thereof.

12b) The Purchaser/s is/are aware that the common layout plan of the Schedule – I property and the building plans of the said building project being developed on the Schedule – I property are sanctioned by Pune Municipal Corporation and as such F. S. I. that may be consumed while constructing the said building project on the portion of the Schedule – I property may be more or less than the area of the Schedule – I property / of land and may not be in proportion to the F.S.I. consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open space etc. are commonly provided for all buildings constructed or to be constructed and that the Promoter cannot

sub-divide the said portion. The Purchaser/s shall not insist upon nor shall the Promoter be liable and/or responsible to obtain sub-division in respect of the said portion. However the final conveyance deed in favour of the apex body / said society constructed on the Schedule - I Property will clearly state and clarify the area of the undivided portion of physical land corresponding to and proportionate to the FSI utilised for construction of the said scheme which will be conveyed to the said society.

13a) The Purchaser/s is/are aware of the fact that the Promoter have undertaken the work of development of the Schedule – I property, and as such, the Promoter are at liberty to provide common water line/s, road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water line/s or road/s. The Purchaser/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, open space/s and in the common areas reserved for common use.

13b) The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of Flat etc. in the said project on the ground of nuisance, annoyance or inconvenience for any profession, trade or business, etc. that has been or will be permitted by law or by local authority in the concerned locality in the Schedule – I property.

13c) The Purchaser/s shall not be entitled to at any time demand partition of his interest in the said plot and the building or buildings to

be constructed thereon is imparitable and it is agreed that the Promoter shall not be liable to execute any deed or any other document in respect of the said Flat in favour of the Purchaser/s.

13d) The Promoter alone shall be entitled to claim and receive compensation for any portion of the land and. building/s that may be notified for setback / reservation and claim the F. S. I. and compensation available for areas under road/notified reservation.

14a) The Purchaser covenants and undertakes that they shall be duty bound and under obligation to permit the Promoter and/or the authorized representative of the Promoter, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connections and other paraphernalia situated within the Schedule - I Property.

14b) The Purchaser/s hereby irrevocably consents and authorizes the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned local Authorities and decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may till the execution of the Final Conveyance Deed represent the Purchaser/so and his/ her/their interest and give consent, NOC's and do all the necessary things in all departments of Road, Water, Building Tax Assessment, Government & Semi-Government, M.S.D.C., PMC etc. on behalf of the Purchaser/s and whatever acts so done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.

11) It is agreed that for convenience administrative or otherwise, the Promoter shall be at liberty or entitled to:

a. Promoter shall have option to form one or more than one separate co-operative society for I and J building for maintenance of buildings and open spaces allocated for the building/s constructed on the Schedule – I property.

b. Promoter has right to form separate Adhoc Body for maintenance of common areas and amenities which are common for all the buildings.

c. In the event it not possible to form co-operative society for the buildings, then in that event the Promoter has right to form Ad Hoc Committee/s for the management, maintenance and otherwise control or regulation of the affairs of one or more buildings, comprised in the Schedule - I Property ;

16. CONVEYANCE:

16.1) Promoter hereby agrees that one or more Deed of Conveyance/s of the respective Structure/s / the respective building/s which are forming the part of the Co-operative Society/ies excluding the basement/ and podium will be executed by the Promoter in favour of the said Society of the said project within 18 (EIGHTEEN) months from date of receipt of issue of Occupancy Certificate of the Said building Project.

i. The Advocates for the Promoter shall prepare, engross and approve all documents which are to be or may be or may be executed in

pursuance of this Agreement with respect to final conveyance as stated above. All costs, charges and expenses in connection with the costs of preparing engrossing, stamping and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this Agreement required to be executed by the Promoter and / or the Purchaser as well as the entire professional costs of the said Advocates of the Promoter in preparing and approving all such documents shall be borne and paid by the Ultimate/Apex Body or proportionately by all the Purchaser of premises in the said scheme. The Promoter shall not contribute anything towards such expenses. The proportionate share as determined by the Promoter of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/her/it/them immediately on demand.

ii. Provided that, after conveying the title to the association of allottees under section 17 of RERA, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any flats, tenements, units, offices, shops, and other premises as are permitted to be constructed on the Schedule - I Property and to receive the consideration of the units which is still not sold or allotted and shall be allowed to do so by the association of allottees / said society without any restriction or entry of the building and development of common areas. Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas.

17a) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said property and Building or any part thereof unless proper conveyance of the ownership of buildings constructed upon it is executed by the Promoter in favour of the said society. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him.

17b) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement, or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

17c) The Promoter shall have a first charge and lien on the said Flat in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

17d) It is specifically understood that the brochure/s, advertisements published by the Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building / Schemes, vehicles etc. to increase the aesthetic value only and are not facts. These features /amenities are not agreed to be developed/provided.

17e) The Promoter has not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

18) The name of the Scheme Shall be Kumar Priyadarshan. The purchaser and the aforesaid Society shall not change, alter or modify the said name without the prior written consent of the Promoter at any time. The Purchaser/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Promoter construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Promoter. If the Purchaser/s or any other Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoter and in such places or in such manner as may be directed by the Promoter.

19) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser.

19a) ASSIGNMENT :

The Promoter may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Said Building Project in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.

20) BINDING EFFECT :

Forwarding this Agreement to the Allottee/Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser / Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the booking / application of the Allottee for allotment of the said flat shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its Schedules and Annexure constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat, as the case may be.

22. RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said flat, in case of a transfer, as the said obligations go along with the said flat for all intents and purposes.

24. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the

remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said flat to the total carpet area of all the flats in the said Project.

26. FURTHER ASSURANCES :

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. That all notices to be served on the Purchaser/s Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee (Allottee's Address)

Notified Email ID:

M/s Promoter name

(Promoter Address)

Notified Email ID:

It shall be the duty of the Purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser/s, as the case may be.

28. JOINT ALLOTTEES :

That in case there are Joint Allottees / Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

29. Stamp Duty and Registration :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s. The Purchaser/s shall present this agreement at the concerned office of the Sub Registrar, Haveli Pune for registration within the time prescribed by the Registration Act and upon intimation thereof by the Purchaser/s, the Promoter shall attend such office and admit execution thereof.

30. The Promoter shall comply with the directions and stipulations contained in The Real Estate (Regulation And Development) Act, 2016

and the Rules therein contained as amended from time to time and shall also comply with the notifications and circulars thereunder. The Allottee shall also accordingly be bound by the same.

31. DISPUTE RESOLUTION

In case of any dispute between the Promoter and the Purchaser/s regarding interpretation of any of the terms of this agreement or regarding any aspect of transaction including quality of construction work, defective service by the Promoter, delay in construction work and/or sale deed, alterations in the plan, parking arrangement, rendering of account etc, then such dispute shall be referred to the arbitration by appointment of sole arbitrator by the Promoter and the Purchaser, and the decision of such arbitrator shall be final and binding on both the parties.

32. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the MAHA RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Pune will have the jurisdiction for this Agreement

34) APPLICABILITY OF MAHARASHTRA OWNERSHIP FLATS [REGULATIONS OF THE PROMOTION OF CONSTRUCTION SALE,

MANAGEMENT & TRANSFER] ACT, 1963 OR ANY AMENDMENT THERETO.

Except otherwise mentioned and provided herein, this agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and rules amendments made there under from time to time.

35) The stamp duty for this transaction is payable as per the Maharashtra Stamp Act, 1958, Schedule I Article 25 (d). The Purchaser/s herein has/have paid stamp duty of Rs. / - (Rupees Only) and registration fees of Rs. / -(Rupees Only). The Purchaser/s hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the deed of conveyance of the buildings which is to be executed by the Promoter herein in favour of the Said Society of the said scheme, in which the Purchaser/s will be the member in respect of the said Flat. If additional stamp duty and / or registration fee is required to be paid at any time or at the time of the conveyance the same shall be paid by the Purchaser/s only.

SCHEDULE-I ABOVE REFERRED TO:-

(Description of the Said Entire Land)

ALL THAT piece and parcels of the land bearing Survey No.119 Hissa No.2, admeasuring 15200 Sq.mtrs. situated at Village Pashan, Taluka Haveli, District-Pune within the limits of Pune Municipal Corporation and within the registration Sub District – Taluka – Haveli, District Pune bounded as follows :-

On or towards East : D.P. ROAD

On or towards South : Part of adjoining CTS No. 1326 (S No 119 part)

On or towards West : Part of adjoining CTS No. 1326. (S No 119 part)

On or towards North : D.P.ROAD

SCHEDULE-II ABOVE REFERRED TO:-

Description of the SAID PROPERTY

ALL THAT piece and parcels of the proportionate undivided area of land admeasuring 1273.39 sqmtrs. in respect of said building No. J proposed to be constructed by utilising FSI admeasuring 1808.22 sqmtrs. being undivided portion of land out of the total area of the land bearing said entire land described in Schedule – I written above bearing Survey No.119 Hissa No.2, totally admeasuring 15200 Sq.mtrs. situated at village Pashan, Taluka Haveli, District – Pune.

SCHEDULE-III

COMMON AREAS AND FACILITIES

(a) COMMON AREAS :

1. Open Space shown as open space in the sanctioned layout plan.
2. Staircase/s landings of all buildings is for the common use of the occupants and/or the Purchasers in the respective buildings.

(b) COMMON FACILITIES :

1. RCC framework structures of the building/s.
2. Drainage and water line network and septic tank.
3. Plants and trees planted or to be planted in the open space around the building/s.
4. Electric meters and water meter connected to common lights water connections, pump sets, etc.
5. Light points on the internal road, light points outside the building and in the staircase/s as well as in car park.
6. Overhead water tank and underground water tank shall be common along with the pump set.
7. Right to use internal roads, drainage lines, water lines, service lines.
8. Club House facility in the Said Scheme Kumar Priyadarshan

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED by	]
the withinnamed " PROMOTER "	]
KUMAR CONSTRUCTION AND	]
PROPERTIES PRIVATE LIMITED	]
through its authorised Director	]
SHRI. KEWALKUMAR KESARIMAL JAIN	]

SIGNED, SEALED AND DELIVERED by]
the withinnamed "**PURCHASER/S**"]
_____]

In the Presence of:

Annexure "A"

The copy of the 7/12 extract,

Annexure "B"

The copy of Title Report issued by the Advocate of the Promoter,

Annexure "C"

the copy of the plans of the Said Flat approved by the Pune Municipal Corporation

Annexure "D"

The Copy of the layout plan approved by the Pune Municipal Corporation

ANNEXURE "E"**(DETAILS OF Said Flat ETC.)**

- | | | |
|----|--------------|-----------------|
| 1) | Flat No. | : |
| 2) | Carpet area | : ____ Sq.mtrs. |
| 3) | Building No. | : |
| 4) | Floor | : |

In addition to the above mentioned carpet area of the Said Flat, an exclusive balcony (Enclosed as per sanctioned building plan) admeasuring _____ sq.mtrs and Dry balcony admeasuring _____ sq.mtrs and an exclusive open terrace admeasuring _____ sq.mtrs is appurtenant / attached to the said flat for the exclusive use of the Purchaser herein.

ANNEXURE "F"
(DETAILS OF SPECIFICATIONS AND AMENITIES)

Construction	• A - class, Earthquake Resistant Construction.
Flooring	• 800 X 800 mm size Vitrified tiles in living and kitchen and bedrooms. • Matt finished Ceramic Tile flooring in toilets. • Anti-skid tiles for Balconies/ Terraces.
Wall and Ceiling	• Gypsum punning on walls. • Superior OBD Paint for walls and ceilings.
Windows	• Powder Coated Aluminium Sliding Windows with MS Grills.
Railings for attached Terraces	• MS Railing for attached terraces.
Doors	• Vinyl skin pre-moulded flush door with SS fittings for Entrance Door • HDF Skin moulded flush doors with SS fittings for bedrooms and toilets.
Kitchen	• Granite Kitchen Counter. • Stainless Steel Sink. • Glazed tile dado up to Window Height • Plumbing & Power plug point for Water Purifier and Electrical point for Exhaust Fan.
Plumbing, Bathroom and Toilets	• Concealed plumbing. • White/coloured ceramic sanitary ware of reputed brand. • Single lever diverter in shower areas along with single lever basin mixer for master toilets. • 7' height Toilet dado with Ceramic tiles. • Plumbing point for Boilers and Electrical point for Exhaust Fans in all toilets. • Provision for Solar Water heating System in Dry balcony.

Electrical	• Concealed copper wiring in the entire flat with ELCB and MCB • Modular Electrical Switch & Sockets. • Electric supply by way of 1 Phase. • Adequate points for lights, fans and TV. • Telephone points in the Living Room and Bedrooms. • Power Plug point for Cable TV. • Power plug point for Split AC in Living Room and Master Bedroom. • Provision for Invertor.
Entrance Lobby	• Designer finish entrance lobby.
Lifts	• Modern, Automatic lifts of reputed make.
External Finish	• Entire building painted with exterior grade Acrylic Paint.
Safety	• Intercom Facility. • Main entrance lobby at ground floor with CCTV camera.

Amenities –

- Gymnasium
- Swimming Pool with Changing Room
- Children Play Area

ANNEXURE "G"

The Copy of the said Registration Certificate issued by the Real Estate
Regulatory Authority, Maharashtra State